

1047

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

FACT FINDING

In the Matter between:

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

BIRMINGHAM BOARD OF EDUCATION

No. D84 K-2889

-and-

COUNCIL NO. 25, LOCAL UNION
NO. 1860, AMERICAN FEDERATION OF
STATE, COUNTY, and MUNICIPAL
EMPLOYEES, AFL-CIO

Arbitrator: Elaine Frost
November 19, 1985

FACT FINDER'S OPINION AND AWARD

Appearances:

For the Employer: Joseph F. Griffin, Director of Personnel Relations
& Transportation

For the Union: Gaylen C. McDonald, Office Coordinator
Ivy A. Schaffer, Secretary/Treasurer
Glenda Larke, Chief Steward
Mary Shryock, Steward
Martha Smith, Chief Steward
Michael Ellicott, Alternate Chief Steward

Called by the Union:

Lucille Prysok, President

INTRODUCTION

The last contract negotiated between the Birmingham Board of Education ("Employer") and Council No. 25, Local Union No. 1860, American Federation of State, County, and Municipal Employees, AFL-CIO ("Union") -- which covers the Custodial, Maintenance, Bus Drivers and Cafeteria Employees -- was the 1983-84 Agreement, as extended. After unsuccessful negotiations and mediation to reach a contract for 1985-86, the Union filed a Petition For Fact Finding with the Employment Relations Commission. The undersigned was appointed as fact finder on October 10, 1985.

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Birmingham Public
Schools

A pre-hearing conference was held at the Employer's offices in Birmingham, Michigan on October 30, 1985 and the hearing was held on November 13, 1985 at the same location. Prior to the opening of the hearing, the parties tentatively resolved certain issues, leaving the following for consideration by the factfinder:

- 1) Overall wage increase
- 2) Vacations
 - a) number of days for 12 month employees
 - b) number of days for 10 and 11 month employees
- 3) Health insurance
- 4) Vision coverage

The parties were afforded ample opportunity to examine and cross-examine witnesses, to present documentary evidence and to argue their respective positions.

WAGES

Union's Postion: 6.5%

Employer's Postion: 5%

The respective wage positions apply to both contract years 1985 and 1986 -- which are calendar years 1985 and 1986 -- and it is undisputed that the new wages will apply retroactively.

The Union's proofs reveal information on wage rates¹ for similar bargaining units in four comparative communities which border on Birmingham:

	BLOOMFIELD HILLS	ROYAL OAK	SOUTHFIELD	TROY
	<u>1985</u>	<u>1984-85</u>	<u>1985-86</u>	<u>1985-86</u>
Custodian	\$9.12*	\$8.52	\$9.31	\$9.37
Bus Driver	9.12*	9.34	9.31	9.05
Gen. Helper (Cafeteria)	7.65*	6.12	7.22	6.32

* / These rates include \$.48 per hour which is the current COLA payment. The base rates without COLA are \$8.46, \$8.46 and \$7.17.

1 / Wage rates used are the top of the scale for each classification.

The percentage increases for these four communities in the last year of their respective contracts were:

Bloomfield Hills 2% plus COLA
 Royal Oak 6.5%
 Southfield 6%
 Troy 6%

Using the most equivalent classifications to those used in the statistics for the four comparable communities, the wage information for the Birmingham employees reveals the following:

	LAST YEAR 1983-84 CONTRACT	6.5% UNION PROPOSAL	5.0% BOARD PROPOSAL		
	<u>1984</u>	<u>1985</u>	<u>1986</u>	<u>1985</u>	<u>1986</u>
Custodian	\$8.49	\$9.04	\$9.63	\$8.91	\$9.36
Bus Driver	8.49	9.04	9.63	8.91	9.36
Gen. Helper (Cafeteria)	5.47	5.80	6.18	5.74	6.03

The Union's proofs also reveal certain wage settlements for other employees² of the Birmingham School District:

Aides	6%	1984-85
Secretaries	6%	1985-86
Teachers	6%	1985-86
Administrative and Supervisory	6%	1985-86
³ Central Staff & Supervisors	5-8%	1985-86

2/ Not listed in the chart is AFSCME Local 1917 which negotiates for the supervisory employees who supervise the employees in the unit represented by Local 1816. Negotiations on the supervisory contract are pending.

3/ Other than the Superintendent who received an 8% increase, the other staff employees and supervisors received a 5% or a 6% increase.

The Employer's proofs with respect to wages include figures revealing the increased costs which its 5% offer for each contract year will produce:

<u>Group</u>	<u>Increase in Compensation over Prior Year</u>
12 months--custodian, maintenance, pipe shop, DMC, etc. [102 employees]	1985-5% increase will cost \$105,492 1986-5% increase will cost \$111,101
12 months--mechanics and 10-11 months bus drivers [78 employees]	1985-5% increase will cost \$ 42,934 1986-5% increase will cost \$ 45,081
10 months--cafeteria [37 employees]	1985-5% increase will cost \$ 8,419 1986-5% increase will cost \$ 8,840

The Employer's proofs also provided newspaper articles focused on the 3% cost of living rise in 1984 and the current 17-year low in pay hikes for unions. With respect to the Consumer Price Index and Cost of Living (All Urban Consumers), the Employer provided documentation revealing a 3.2% National increase as of September, 1985 over the National cost of living for 1984 and a 2.9% Detroit increase as of September, 1985 over the Detroit cost of living for 1984. Further, the Employer provided a comparison of maximum rates for unit employees with those for similar employees in Bloomfield Hills, Farmington, Rochester, Royal Oak, Southfield, Troy and West Bloomfield. These show:

	<u>Custodian</u>	<u>Semi Skilled</u>	<u>Skilled</u>	<u>Bus Driver</u>	<u>General Cook</u>	<u>Highest Paid Cook</u>
Birmingham						
--1984	\$8.49	\$8.79	\$9.78	\$8.49	\$5.47	\$6.16
Board 5.0%						
--1985	8.91	9.23	10.74*	8.91	5.74	6.47
--1986	9.36	9.69	11.23*	9.36	6.03	6.79
Union 6.5%						
--1985	9.04	9.36	10.88*	9.04	5.83	6.56
--1986	9.63	9.97	11.52*	9.63	6.21	6.99

* / Figures used include \$1.00 per hour skilled trades allowance while the 1984 figure includes \$.50. (This change was effected thru a tentative agreement).

1. Bloomfield Hills							
1985	9.04**	9.19	9.98	9.04	7.57	7.76	
2. Farmington							
84-85	8.52	8.84	9.45	8.77	6.87	7.44	
85-86	9.01	N/A	10.09	9.25***	7.27	7.87	
3. Rochester							
84-85	8.68	9.35	9.53	8.78	5.22	5.99	
85-86	9.05	9.75	N/A	9.75	5.43	6.23	
4. Royal Oak							
84-85	8.52	9.70	10.10	9.34	6.12	7.10	
85-86	8.95	10.19	10.61	9.81	6.43	7.46	
5. Southfield							
84-85	8.78	10.80	14.31	8.78	6.81	7.19	
85-86	9.31	11.45	15.17	9.31	7.22	7.62	
6. Troy							
84-85	8.84	9.08	10.62	8.54	5.96	6.21	
85-86	9.37	9.62	11.26	9.05	6.32	6.58	
7. West Bloomfield							
1985	8.99	10.08	13.15	8.99	6.07	6.64	
1 thru 7 Average							
Current Rate (in	9.10****	10.05	11.71	9.31	6.62	7.17	
most recent contract							
year: 1985 or 85-86)							

__**_/ This figure does not include any COLA adjustment.

__***_/ This rate is still in negotiations. The figure shown is the 5.5% Board offer.

__****_/ If the Bloomfield Hills rate included COLA the average would be \$9.17.

Positions of the Parties on Wages:

The Union contends that the 6.5% proposal is the most comparable and the most equitable. In this regard it stresses that similar classifications of employees in comparable communities received a 6% or better increase, that their 6% increases were for contract periods which will expire before the end of the 1985-1986 Birmingham contract, that Birmingham employees will not catch up with surrounding communities even with a 6.5% increase, that the other represented Birmingham employees have received 6% and that employees in the present unit have lagged for quite some time behind other district employees.

The Board counters that its 5.0% offer is more than sufficient, and is generous in light of the cost of living increase of approximately 3%. It also stresses that since the first year of the 1985-1986 contract is almost gone, what the fact finder is really considering is a one year contract with two increases. The Board also invites the fact finder to consider whether or not to recommend a third year for the contract since new negotiations will otherwise have to begin shortly after the current contract is resolved.

VACATIONS

12 MONTH EMPLOYEES

Union's Postion: Increase to 22 the vacation days for 15 or more years service.

Employer's Postion: Status Quo

10 AND 11 MONTH EMPLOYEES

Union's Postion: Provide for pro-rata vacations.

Employer's Postion: Status Quo

Both of these issues concern the provisions of Article XXI entitled "Vacations with Pay" which provide:

- A. Regular full-time employees who work a twelve (12) month service year and who are on the payroll as of June 30th each year shall receive the following vacations with pay:

6 months' to 1 year service -----	5 working days
1 year to 7 years' service-----	10 working days
7 years' to 11 years' service-----	15 working days
11 years' to 12 years' service-----	16 working days
12 years' to 13 years' service-----	17 working days
13 years' to 14 years' service-----	18 working days
14 years' to 15 years' service-----	19 working days
15 years' service or more-----	20 working days

Regular full-time employees who work a ten (10) or an eleven (11) months service year and who are on the payroll as of the conclusion of the school year shall receive the following vacation pay allowances promptly thereafter, i.e., on the first or second immediately following regular payday:

5 years' service or more	5 working days
10 years' service or more	10 working days

The language quoted above from the 1983-84 Agreement has been in the contract, unchanged, since the 1979-80 Agreement.⁴ Prior to that time, vacation benefits were not provided to 10 and 11 month employees.

In its proofs the Union presented the contractual vacation provisions from other units of Birmingham employees. The AFSCME Local 1917 contract for 1983-84 contract states in pertinent part in:

- A. Regular full-time employees who work a twelve (12) month service year, who have completed the amount of service listed, and who are on the payroll as of June 30th each year shall receive the following vacations with pay:

6 months' to 1 year service-----	5 working days
1 year to 7 years' service-----	10 working days
7 years' to 12 years' service-----	15 working days
12 years' service or more-----	20 working days

Effective January 1, 1982:

12 years' to 15 years' service-----	20 working days
15 years' service or more-----	22 working days

Regular full-time employees who work less than a twelve months' service year and who are on the payroll as of the conclusion of the school year shall receive the following vacation pay allowances promptly thereafter, i.e., on the first or second immediately following regular payday:

5 years' service or more-----	5 working days
10 years' service or more-----	10 working days

Birmingham Secretarial contract provides on vacation that:

	<u>12 month employees</u>	<u>10 and 11 month employees</u>
6 to 10 months' service	5 working days	x 11/12 or 10/12
10 months' to 6 years' service	10 working days	x 11/12 or 10/12
6 year's through 10 years service	15 working days	x 11/12 or 10/12
11 years' service	16 working days	x 11/12 or 10/12
12 years' service	17 working days	x 11/12 or 10/12
13 years' service	18 working days	x 11/12 or 10/12
14 years' service	19 working days	x 11/12 or 10/12
15 years' service	20 working days	x 11/12 or 10/12

⁴/ The 1979-80 Agreement and earlier contracts were negotiated by Local 1384, the predecessor Local to 1860. The unit, however, has never changed.

Finally, the Union provided a copy of the October 1, 1985 Board minutes which confirm that central office administrators, operational assistants, and exempt secretaries shall earn 22 days of vacation if 12 month employees and pro-rata vacations if they are 10 or 11 month employees.

The Union also presented excerpts from the contracts for the surrounding communities of Bloomfield Hills, Southfield and Royal Oak which reveal prorata vacations for employees who work less than 12 months.

The Board's proofs with respect to vacations include a chart of Fringe Benefits Comparisons. In part:

Birmingham Current
and proposed
12 mos. empl.

6 mos + - 5D
1-6 yr -10D
7-10 Yr -15D
plus 1D/Yr to
max 20 D

10-11 mos. emp.

5 Yr - 5D
10 Yr - 10D

Union Proposed
12 mos. emp.

1-7 Yr - 10 D
7-11 Yr - 17 D
plus 1 D/Yr to
max 22 D

10-11 mos. emp.

10/12 or 11/12
of the above

Bloomfield Hills
thru 12/31/85
12 mos. emp.

Less 1 Yr - 5 D
1-5 Yr - 10 D
6-12 Yr - 15 D
13-19 Yr - 20 D
plus 1 D/Yr to
max 25 D

10 mos. emp.

Less 1 Yr - 5 D
1-5 Yr - 8 D
6-12 Yr - 12 D
13-19 Yr -17 D
plus 1 D/Yr to
max 21 D

Farmington
12 mos. emp.

Up to 1 Yr - 5 D
1-4 Yr - 10 D
5-9 Yr - 15 D
10-15 Yr - 20 D

<u>10-11 mos. emp.</u>	Up to 1 Yr - 5 D plus 1 D/Yr to max 20 D
Rochester <u>12 mos. emp.</u>	Less 1 Yr - 6 D 1-4 Yr - 10 D 5-10 Yr - 16 D plus 1 D/Yr to max 21 D
<u>Cafeteria</u>	Less 1 Yr - 1 D 2-3 Yr - 3 D 4-5 Yr - 5 D 6-7 Yr - 7 D 8-10 Yr - 8 D 11-13 Yr - 10 D 14 Yr/more - 11 D
<u>Bus Drivers</u>	Less 1 Yr -.5 D/Mo 1-4 Yr - 6 D 5-14 - 8 D 15 Yr/More - 9 D
Royal Oak <u>12 mos. emp.</u>	1-4 Yr - 10 D plus 1 D/Yr to max 20 D
<u>10 Mos. emp.</u>	1-4 Yr - 9 D plus 1 D/Yr to max 17 D
Troy (thru 6/30/86) <u>12 mos. emp.</u>	1 Yr - 10 D 5 Yr - 15 D 10 Yr - 20 D
<u>10-11 mos. emp.</u>	4 Yr or more 5 D
West Bloomfield	
<u>Custodians, Maint. etc.(All Others)</u>	6 mos/1 Yr - 6.5 D 1 Yr - 10 D 7 Yr - 15 D 14 Yr - 20 D 21 Yr - 25 D
<u>Bus Drivers</u>	6 mos/1 Yr - 6.5 D 5 Yr - 13 D
<u>Cafeteria</u>	6 mos/more - 5 D 10 Yr - 6 D

The Employer also introduced information with respect to "Paid Time Not Worked." It based its statistics in this regard on an eight hour, 12 month employee who earns an hourly rate of \$8.91. This reveals:

Paid Vacation	15 days x 8 hours	120 Hours
Paid Holidays	11 days x 8 hours	88 Hours
Paid Sick Days/ Personal Business Days	13 days x 8 hours	104 Hours
Paid Snow Days (From accumulated sick leave allowance)	2 days (avg.) x 8 hrs	16 Hours
Paid Rest Periods	219 days x .5 hours	<u>109.5 Hours</u>
		<u>437.5 Hours</u> 2080 Hours

21% of Hours or 54.7 days/year = PAID TIME NOT WORKED
Average Cost/Value = \$3,899 Per Year

In response to this exhibit Lucille Prysok, Local President, testified that many employees average 6 hours or 4 hour days and have different benefits as far as time off.

Positions of the Parties on Vacations:

The Union contends that the secretaries already get prorata vacations, that there have been no improvements in vacation benefits since 1979 and that this unit is entitled to the additional 2 day improvement because supervisors of unit personnel already get 22 days with 15 years and central office administrators operational assistants, and exempt secretaries also get 22 days. The Union also claims entitlement to pro-rata vacations for 10 and 11 months employees since the secretaries and central office staff have it and similarly classified employees in other comparable districts also get pro-rata vacations.

The Board contends that the status quo should be maintained because increasing the number of vacation days is costly and difficult to accomodate, especially for the 10 and 11 months employees. In this regard it stressed that approximately 20% of the time is already "paid time not worked."

HEALTH INSURANCE

Union's Postion: BC/BS Four Point Plan

Employer's Postion: Status Quo

Unit members currently receive 100% Employer-paid Blue Cross/Blue Shield health insurance under its MVF-2 Master Medical program with certain riders (Article XXIV, A.1).⁵ The Union's demand is to increase coverage to provide MSE Comprehensive Health Care Group Benefit with riders MSE-ECV, MSE-MCR and MSE-SAT with the \$3.00 co-pay prescription Drug Program. This package is commonly known as the "Four Point Plan."

In its proofs the Union provided an excerpt from the Birmingham Central Staff Administrators, Operation Assistants and Exempt Secretaries contract which provides for the Four Point Plan coverage. Similarly, excerpts from the district contracts covering secretaries, Administrative and Supervisory employees and Teachers reveal that these other three units also have the Four Point Plan.

Prysok also testified on behalf of the Union that the coverage under the Four Point Plan is much better than what the employees now have under MVF-2. In particular she stressed that 90% of office visit expenses and improved psychiatric care are examples of better benefits. Prysok also explained that all of the represented employees in the district who are not currently in negotiations have succeeded in achieving Four Point Plan coverage.

In its proofs the Employer provided comparative information on health coverage for the communities of Bloomfield Hills, Farmington, Rochester, Royal Oak, Troy and West Bloomfield. It provides:

Bloomfield Hills

BC/BS
MVF 1

5/ Employees qualify for full-paid health insurance if they work 20 hours or more a week. They do not, however, have to accept this coverage and can choose to take a \$50 per month cash payment instead of health coverage.

Farmington	BC/BS MVF 1 or MESSA Super Med I
Rochester	BC/BS MVF I
Royal Oak	BC/BS MVF I
Troy	BC/BS MVF I
West Bloomfield	BC/BS MVF I

Other Employer proofs included cost analyses on health insurance. For the current MVF 2 coverage these costs are compared to the earnings of a custodian, a bus driver and a cafeteria worker as follows:

MVF 2 -- COST PER HOUR

	<u>Custodian</u> 2080 Hrs/Yr	<u>Bus Driver</u> 1092 Hrs/Yr	<u>Cafeteria</u> 910 Hrs/Yr
Single	\$.60	\$1.14	\$ 1.37
Two Person	1.35	2.54	3.08
Full Family	1.44	2.74	3.28

Other cost information included:

	<u>Monthly</u>	<u>Annual</u>
Single	\$104.19	\$ 1,250.28
Two Person	233.27	2,799.24
Full Family	249.09	2,989.08

The Employer's cost analysis evidence also included a comparison of health care costs in the district with those of surrounding districts. In part:

	<u>Plan</u>	<u>Monthly Premium</u>	<u>Cost/Hour*</u>
Birmingham	MVF 2	Single \$104.19	\$.60
		Two Person 233.27	1.35
		Full Family 249.09	1.44

*_/ Based on 12 month employee (2080 Hours/Year)

Bl. Hills	MVF 1	Single	99.28	.57
		Two Person	220.72	1.27
		Full Family	236.74	1.37
Farmington	Super Med 1 (BC)	Single	106.70	.62
		Two Person	239.30	1.38
		Full Family	265.36	1.40
Rochester	MVF 1	Single	99.97	.58
		Two Person	229.49	1.32
		Full Family	243.35	1.40
Royal Oak	MFV 1	Single	95.30	.55
		Two Person	212.31	1.23
		Full Family	226.77	1.31
Troy	MVF 1	Single	106.70	.62
		Two Person	239.30	1.38
		Full Family	265.36	1.53
W.Bloomfield	MVF 1	Single	91.64	.53
		Two Person	206.81	1.19
		Full Family	218.62	1.26

Positions of the Parties on Health Insurance

The Union contends that providing the Four Point Plan coverage to unit employees is the only fair and equitable thing to do since the other district bargaining units already have that benefit.

The Employer responds that its health insurance expense is already comparative with those of other, similar communities for employees in the same classifications as the unit members are. Further, it stresses that the Board of the Employer pays 100% of the health insurance costs of all employees who work 20 hours or more a week, that this can amount to two-thirds of what some of these employee earn an hour and that the current MVF 2 program is very good health insurance.

VISION COVERAGE

Union's Position: BC/BS Series A-80

Employer's Position: Status Quo

The current contract provides for a Vision Benefit Allowance in Article XXIV, Section E:

During the term of this Agreement each permanent employee who has six (6) months of seniority or more shall receive a maximum total of \$30

Vision Benefit Allowance payable directly to him by the Employer. A maximum of \$15 shall be provided for an eye examination of the employee which shall be certified in writing and be dated by the licensed optical professional. In addition, a maximum of \$15 shall be payable to the employee for the purchase of prescribed glasses frames which should be evidenced and certified in writing and dated by an organization/company providing such services.

The Union's proposal is to add vision coverage to the contract under the program set up by Blue Cross/Blue Shield which is known as Series A-80. In support, it produced excerpts from four bargaining contracts -- Secretaries; Teachers; Administrators and Supervisors and Central Staff Administrators, Operation Assistants and Exempt Secretaries -- which reveal that these Birmingham employees enjoy this benefit. (The Union points out that the only other employees without the A-80 benefit are covered by the AFSCME Local 1917 and Aides contracts, both of which are in negotiations).

The Employer's proofs include the following Fringe Benefit Comparison:

Birmingham Current and Proposed	\$15/Yr, Emp Only
Union Proposed	BC/BS, A-80 Plan, Emp and Family
Bloomfield Hills	BC/BS, A 80 Plan
Farmington	None
Rochester	Self Insured, Emp Only, \$36/Yr
Royal Oak	\$48/Yr, to Emp/Depend.
Troy	MESSA, Plan II
West Bloomfield	None

The Employer also provided evidence that the vision care the Union seeks would cost \$21.40 per year for single coverage; \$41.76 for two persons and \$77.40 for family coverage.

Positions of the Parties on Vision:

The Union argues that the unit should get the basic vision coverage it seeks because the four other groups of Birmingham employees who have a current contract already get this coverage.

The Employer counters that there is no uniformity with respect to the outside bargaining units, that the cost of this coverage is significant and that the contract presently provides optical payments and this should be continued.

ANALYSIS AND CONCLUSIONS

Wages

After consideration of the evidence on wages, the fact finder concludes that 6% in each contract year should be awarded. The fact finder is persuaded to issue this award because the other settlements within the district and in units of similarly classified employees outside the district have provided such increases. In light of these internal and external comparisons, the fact finder thinks that basic fairness dictates the 6% award. Further, the fact finder notes that this award will continue to place the unit in the same comparative position vis-a-vis other, comparative communities and thinks that substantial changes with respect to that comparative standing are properly left to the voluntary agreement of the parties. In reaching the conclusion to award 6%, the fact finder is mindful of the fact that the cost of living is approximately 3% at present. Were the comparative settlements, particularly those within the district, not substantially more than 3%, the fact finder would probably have been persuaded that a smaller increase was in order because of this cost of living factor.

Vacation

Two issues are presented on employees' vacation benefits and the fact finder is persuaded that neither Union demand for improvement should be awarded.

The contractual benefits in this regard shall, therefore, remain the same as they were in the 1983-84 Agreement. The fact finder is persuaded to make this award because the comparative proofs both within the district and without the district in units of similarly classified employees, fail to show a clear pattern. For instance, the AFSCME Local 1917 employees receive 22 days for 15 years of service (as of 1/1/82) but their contract does not provide for pro-rata entitlements for 10 and 11 month employees and the Birmingham Secretarial unit which receives prorata vacations, only gets 20 days for those with 15 and more years seniority. It appears that only the Central Office Administrators, Operational Assistants and Exempt Secretaries get both 22 days and prorata vacations within the district. In comparisons outside the district there is also variation between 12 month employees:

Royal Oak	15 years = 20 days (20 days is max)	Pro-rata provided
Southfield	15 years = 20 days (15+ yrs = 21 to 25 D)	Pro-rata provided
Bloomfield Hills	15 years = 20 days (20+ yrs = 21-25 D)	Pro-rata provided
Farmington	15 years = 20 days (20 days is max)	No pro-rata
Rochester	15 years = 21 days (21 days is max)	No pro-rata
Troy	15 years = 20 days (20 days is max)	No pro-rata
W. Bloomfield	15 years = 20 days (21+ yrs = 25 D)	No pro-rata

Because of the checker-board effect of these comparatives, the fact finder is not persuaded that vacation improvements are required by virtue of fundamental fairness. Further, none of the other evidence in support of vacation improvements outweighs the Employer's argument as to the cost factor and difficulty in covering for additional absences due to more vacation time.

Health Insurance

On this issue, the fact finder is persuaded that the 1985-86 Agreement should include the improvement sought. In this regard the fact finder is most

impressed by the fact that all other Birmingham employees who have current a contract have received Four Point Plan coverage. The fact finder thinks denial of such coverage to members of this unit, under these circumstances, would be fundamentally unfair and could result in unwarranted discord. In concluding that Four Point Plan coverage should be awarded, the fact finder is aware that similarly classified employees in surrounding district do not enjoy such good health insurance coverage. The fact finder is also aware that a significant, additional cost factor is involved in extending this coverage to unit employees. The essential nature of the benefit, however, and the matter of basic fairness already noted, outweigh these considerations.

Vision Coverage

For the same reasons of basic equity, the fact finder is persuaded that the employees should receive an improvement from the present optical allowance to the BC/BS A-80 plan. In addition to the fact that the fact finder finds it inequitable to provide a basic health benefit to all other Birmingham employees but this group, there is the added feature that the cost, relative to other health benefits premiums, is low. Further, it appears that a considerable proportion of the similarly classified employees in surrounding school districts also have the A-80 plan coverage. Finally, the fact finder considers the benefit of optical protection to a unit of employees who count bus drivers among their membership to be a sound investment for the Board of Education.

Respectfully Submitted,


ELAINE FROST, Fact Finder

November 19, 1985
Detroit, Michigan